

**DEVELOPER'S PUBLIC REPORT  
FOR A CONDOMINIUM**

CONDOMINIUM PROJECT NAME	AGUERA CONDOMINIUM
Project Address	2780 HANA HWY., 2788 HANA HWY., 23 PAUWELA RD., HAIKU, MAUI, HAWAII 96708
Registration Number	6582 (Partial Conversion)
Effective Date of Report	October 10, 2008
Developer(s)	ALEX L. AGUERA and KARLA A. AGUERA

**Preparation of this Report**

The Developer prepared this report to disclose relevant information, including "material facts", that are reasonably known to the Developer about the condominium project covered by this report. This report has been prepared pursuant to the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, as amended from time to time. The law defines "material facts" to mean "any fact, defect, or condition, past or present that to a reasonable person, would be expected to measurably affect the value of the project, unit, or property being offered or proposed to be offered for sale."

This report has not been prepared or issued by the Real Estate Commission or any other governmental agency. The issuance by the Commission of an effective date for this Developer's Public Report (1) does not mean that the Commission approves or disapproves of the project; (2) does not mean that the Commission thinks that either all material facts or all pertinent changes, or both, about the project have been fully or adequately disclosed; and (3) is not the Commission's judgment of the value or merits of the project.

This report may be used by the Developer for promotional purposes only if it is used in its entirety. No person shall advertise or represent that the Commission has approved or recommended the project, this report or any of the documents submitted with Developer's application for registration of this project.

This report will be amended if, after the effective date of this report, any changes, either material or pertinent changes, or both, occur regarding the information contained in or omitted from this report. In that case, the Developer is required to submit immediately to the Commission an amendment to this report or an amended Developer's Public Report, clearly reflecting the changes, including any omitted material facts, together with such supporting information as may be required by the Commission. In addition, the Developer may choose at any time to change or update the information in this report. Annually, at least thirty days prior to the anniversary date of the Effective Date of this report, the Developer shall file an annual report to update the material contained in this report. If there are no changes, the Developer is required to state that there are no changes. The Developer's obligation to amend this report or to file annual reports ends when the initial sales of all units in the project have been completed.

Purchasers are encouraged to read this report carefully and to seek professional advice before signing a sales contract for the purchase of a unit in the project.

Signing a sales contract may legally bind a purchaser to purchase a unit in the project, though a purchaser may have rights to cancel or rescind a sales contract under particular circumstances that may arise.

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*This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2643 to submit your request.*

### **SPECIAL ATTENTION**

[Use this page for special or significant matters which should be brought to the purchaser's attention and that are not covered elsewhere in this report.]

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## **General Information On Condominiums**

A condominium is a special form of ownership of real property. To create a condominium in Hawaii after July 1, 2006, the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, must be followed. In addition, certain requirements and approvals of the county in which the project is located must be satisfied and obtained.

Some condominium projects are leasehold. This means that the land and/or the building(s) and other improvements are leased to the purchaser. The lease for the land usually requires that at the end of the lease term, the lessees (unit owners) deliver their interest in the land to the lessor (fee property owner).

If you are a typical condominium unit owner, you will have two kinds of ownership: (1) ownership in your individual unit; and (2) a percentage interest in the common elements.

You will be entitled to exclusive ownership and possession of your unit. Subject to the documents governing them, condominium units may be individually bought, sold, rented, mortgaged or encumbered, and may be disposed of by will, gift or operation of law.

Your unit will, however, be part of the group of units that comprise the condominium project. Study the project's Declaration of Condominium Property Regime, Bylaws of the Association of Unit Owners, Condominium Map and House Rules, if any, which are being concurrently delivered to you with this report. These documents contain important information on the use and occupancy of the units and the common elements of the project, as well as the rules and regulations of conduct for unit owners, tenants and guests.

## **Operation of the Condominium Project**

The Association of Unit Owners is the entity through which unit owners may take action with regard to the administration, management and operation of the condominium project. Each unit owner is automatically a member of the Association.

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as a unit owner. The Board and officers can take certain actions without the vote of the unit owners. For example, the Board may hire and fire employees, increase or decrease maintenance fees, adopt budgets for revenues, expenses and reserves and regulate the use, maintenance, repair and replacement of common elements. Some of these actions may significantly impact the unit owners.

Until there is a sufficient number of purchasers of units to elect a majority of the Board, it is likely at first that the Developer will effectively control the affairs of the Association. It is frequently necessary for the Developer to do so during the early stages of development and the Developer may reserve certain special rights to do so in the Declaration and Bylaws. Prospective purchasers should understand that it is important to all unit owners that the transition of control from the Developer to the unit owners be accomplished in an orderly manner and in a spirit of cooperation.

# 1. THE CONDOMINIUM PROJECT

## 1.1 The Underlying Land

Fee Simple or Leasehold Project	<input checked="" type="checkbox"/> Fee Simple	<input type="checkbox"/> Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Fee Owner's Name if Developer is not the Fee Owner	Not Applicable	
Fee Owner's Address	P.O. Box 790105 Paia, Maui, Hawaii 96779	
Address of Project	2780 Hana Hwy., 2788 Hana Hwy., 23 Pauwela Rd. Haiku, HI	
Address of Project is expected to change because	Not Applicable	
Tax Map Key (TMK)	(2) 2-7-004-021	
Tax Map Key is expected to change because	Not Applicable	
Land Area	0.978 acre	
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	Not Applicable	

## 1.2 Buildings and Other Improvements

Number of Buildings	4
Floors Per Building	1
Number of New Building(s)	2 (Units A and C)
Number of Converted Building(s)	2 (Unit B)
Principal Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	wood

## 1.3 Unit Types and Sizes of Units

Unit Type	Quantity	BR/Bath	Net Living Area	Net Other Areas	Other Areas (lanai, garage, etc.)	Total Area
A	1	3/1	1,290	534	carport, lanai	1,824
B	1	3/2	1,380	756	lanai, garage	1,940
C	1	3/1	1,290	534	carport, lanai	1,824

See Exhibit \_\_\_\_\_.

3	<b>Total Number of Units</b>
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Note: Net Living Area is the floor area of the unit measured from the interior surface of the perimeter walls of the unit. Other documents and maps may give floor area figures that differ from those above because a different method of determining floor area may have been used.

#### 1.4 Parking Stalls

Total Parking Stalls in the Project:	* see below
Number of Guest Stalls in the Project:	* see below
Number of Parking Stalls Assigned to Each Unit:	* see below
Attach Exhibit ____ specifying the Parking Stall number(s) assigned to each unit and the type of parking stall(s) (regular, compact or tandem and indicate whether covered or open).	
If the Developer has reserved any rights to assign or re-assign parking stalls, describe such rights. Not Applicable.	
*Each Unit has ample area within its limited common area for parking purposes. In addition, Unit B has a detached garage.	

#### 1.5 Boundaries of the Units

<p>Boundaries of the unit:</p> <p>Each Unit shall be deemed to include the perimeter walls and any doors, windows, floors, roofs, concrete footings, slab foundations, garages or other improvements now existing or hereafter constructed on or within the appurtenant limited common elements.</p>
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#### 1.6 Permitted Alterations to the Units

<p>Permitted alterations to the unit (if the unit is defined as a non-physical or spatial portion of the project also describe what can be built within such portion of the project): Each Unit Owner shall have the right at its sole option at any time, without the consent and/or approval of the owner of any other Unit or the Association to improve renovate, remodel, make additions to, enlarge, remove, replace, alter, or restore the improvements to or in his unit or portions thereof or upon the lot or limited common element appurtenant to the owner's Unit subject to the restrictions and requirements set forth in Paragraph N of the Declaration.</p>
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#### 1.7 Common Interest

<p><u>Common Interest</u>: Each unit will have a percentage interest in the common elements appurtenant to each unit. This interest is called the "common interest". It is used to determine each unit's share of the maintenance fees and other common profits and expenses of the condominium project. It may also be used for other purposes, including voting on matters requiring action by unit owners. The common interest for each unit in this project, as described in Declaration, is:</p>
Described in Exhibit B.
As follows:

#### 1.8 Recreational and Other Common Facilities (Check if applicable):

<input type="checkbox"/>	Swimming pool
<input type="checkbox"/>	Laundry Area
<input type="checkbox"/>	Storage Area
<input type="checkbox"/>	Tennis Court
<input type="checkbox"/>	Recreation Area
<input type="checkbox"/>	Trash Chute/Enclosure(s)
<input type="checkbox"/>	Exercise Room
<input type="checkbox"/>	Security Gate
<input type="checkbox"/>	Playground
<input checked="" type="checkbox"/>	Other (describe): water meter

### 1.9 Common Elements

**Common Elements:** Common elements are those parts of the condominium project other than the individual units and any other real estate for the benefit of unit owners. Although the common elements are owned jointly by all unit owners, those portions of the common elements that are designated as limited common elements (see Section 1.10 below) may be used only by those units to which they are assigned. In addition to the common facilities described in Section 1.8 above, the common elements for this project as described in the Declaration, are set forth below.

Described in Exhibit B.

Described as follows:

Common Element	Number
Elevators	
Stairways	
Trash Chutes	

### 1.10 Limited Common Elements

**Limited Common Elements:** A limited common element is a portion of the common elements that is reserved for the exclusive use of one or more but fewer than all units in the project.

Described in Exhibit B

Described as follows:

### 1.11 Special Use Restrictions

The Declaration and Bylaws may contain restrictions on the use and occupancy of the units. Restrictions for this project include, but are not limited to, those described below.

<input checked="" type="checkbox"/>	Pets: No pigs, chickens or roosters
<input type="checkbox"/>	Number of Occupants:
<input type="checkbox"/>	Other:
<input type="checkbox"/>	There are no special use restrictions.

### 1.12 Encumbrances Against Title

An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of a unit in the project. Encumbrances shown may include blanket liens which will be released prior to conveyance of a unit (see Section 5.3 on Blanket Liens).

Exhibit C describes the encumbrances against title contained in the title report described below.

Date of the title report: September 30, 2008

Company that issued the title report: Old Republic Title



### 1.13 Uses Permitted by Zoning and Zoning Compliance Matters

Uses Permitted by Zoning							
Type of Use		No. of Units	Use Permitted by Zoning				Zoning
<input checked="" type="checkbox"/>	Residential	3	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	R3
<input type="checkbox"/>	Commercial		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	
<input type="checkbox"/>	Mix Residential/Commercial		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	
<input type="checkbox"/>	Hotel		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	
<input type="checkbox"/>	Timeshare		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	
<input type="checkbox"/>	Ohana		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	
<input type="checkbox"/>	Industrial		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	
<input type="checkbox"/>	Agricultural		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	
<input type="checkbox"/>	Recreational		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	
<input type="checkbox"/>	Other(specify)		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	
Is/Are this/these use(s) specifically permitted by the project's Declarations or Bylaws?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Variances to zoning code have been granted.			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Describe any variances that have been granted to zoning code.			Not Applicable				

### 1.14 Other Zoning Compliance Matters

Conforming/Non-Conforming Uses, Structures and Lots	
<p>In general, a non-conforming use, structure or lot is a use, structure or lot that was lawful at one time but that does not now conform to present zoning requirements. Under present zoning requirements, limitations may apply to extending, enlarging or continuing the non-conformity and to altering and repairing non-conforming structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.</p> <p>If a variance has been granted or if uses, structures or lots are either non-conforming or illegal, the purchaser should consult with county zoning authorities as to possible limitations that may apply in situations such as those described above,</p> <p>A purchaser may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure or lot.</p>	

	Conforming	Non-Conforming	Illegal
Uses	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Structures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lot	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If a non-conforming use, structure or lot exists in this project, this is what will happen under existing laws or codes if the structure is damaged or destroyed:

Not Applicable

## 1.15 Conversions

<b>Developer's statements regarding units that may be occupied for residential use and that have been in existence for five years or more.</b>	<input checked="checked" type="checkbox"/> <b>Applicable</b> <input type="checkbox"/> <b>Not Applicable</b>
<p>Developer's statement, based upon a report prepared by a Hawaii-licensed architect or engineer, describing the present condition of all structural components and mechanical and electrical installations material to the use and enjoyment of the units:          Based on the Report dated September 20, 2007, of William C. McTewson, licensed professional architect, Hawaii license no. 10232, we state that the structural components and mechanical and electrical installations material to the use and enjoyment of Unit B is average to good. See EXHIBIT G.</p>	
<p>Developer's statement of the expected useful life of each item reported above:          Based on the Report dated September 20, 2007 of William C. McTewson, licensed professional architect, Hawaii license no. 10232, we state that the useful life of the structural and electrical components of Unit B are approximately 20 years and the useful life of the mechanical components is 15 years.</p>	
<p>List of any outstanding notices of uncured violations of any building code or other county regulations:           Not Applicable</p>	
<p>Estimated cost of curing any violations described above:           Not Applicable</p>	

<b>Verified Statement from a County Official</b>
<p>Regarding any converted structures in the project, attached as Exhibit H is a verified statement signed by an appropriate county official which states that either:</p> <p>(A) The structures are in compliance with all zoning and building ordinances and codes applicable to the project at the time it was built, and specifying, if applicable:</p> <ul style="list-style-type: none"> <li>(i) Any variances or other permits that have been granted to achieve compliance;</li> <li>(ii) Whether the project contains any legal nonconforming uses or structures as a result of the adoption or amendment of any ordinances or codes; and</li> <li>(iii) Any violations of current zoning or building ordinances or codes and the conditions required to bring the structure into compliance;</li> </ul> <p>or</p> <p>(B) Based on the available information, the county official cannot make a determination with respect to the foregoing matters in (A) above.</p>
<p>Other disclosures and information:</p>

### 1.16 Project In Agricultural District

<b>Is the project in an agricultural district as designated by the land use laws of the State of Hawaii?</b> <b>If answer is "Yes", provide information below.</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are the structures and uses anticipated by the Developer's promotional plan for the project in compliance with all applicable state and county land use laws? <input type="checkbox"/> Yes <input type="checkbox"/> No  If the answer is "No", provide explanation.	
Are the structures and uses anticipated by the Developer's promotional plan for the project in compliance with all applicable county real property tax laws? <input type="checkbox"/> Yes <input type="checkbox"/> No  If the answer is "no", provide explanation and state whether there are any penalties for noncompliance.	
Other disclosures and information:	

### 1.17 Project with Assisted Living Facility

<b>Does the project contain any assisted living facility units subject to Section 321-11(10), HRS?</b> <b>If answer is "Yes", complete information below.</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Licensing requirements and the impact of the requirements on the costs, operations, management and governance of the project.	
The nature and the scope of services to be provided.	
Additional costs, directly attributable to the services, to be included in the association's common expenses.	
The duration of the provision of the services.	
Other possible impacts on the project resulting from the provision of the services.	
Other disclosures and information.	

## 2. PERSONS CONNECTED WITH THE PROJECT

<b>2.1 Developer(s)</b>	Name: Alex L. and Karla A. Aguera Business Address: P.O. Box 790105 Paia, Maui, Hawaii 96779  Business Phone Number: 808.283.3472 E-mail Address:
Names of officers and directors of developers that are corporations; general partners of a partnership; partners of a limited liability partnership (LLP); or a manager and members of a limited liability company (LLC) (attach separate sheet if necessary)	Not Applicable
<b>2.2 Real Estate Broker</b>	Name: Locations Maui LLC dba Prudential Locations Maui Business Address: 151 E. Wakea Avenue Suite 204 Kahului, HI 96732  Business Phone Number: 808.872-2462 E-mail Address:
<b>2.3 Escrow Depository</b>	Name: Fidelity National Title & Escrow of Hawaii, Inc. Business Address: 201 Merchant St., Suite 2100 Honolulu, HI 96813  Business Phone Number: 808.536.0404
<b>2.4 General Contractor</b>	Name: Michael T. Berrigan dba MTB Contracting Business Address: 2343 Umi Place Haiku, HI 96708 Business Phone Number: (808) 870-6288
<b>2.5 Condominium Managing Agent</b>	Not Applicable, Self-managed by the Association Name: Business Address:  Business Phone Number:
<b>2.6 Attorney for Developer</b>	Name: Robert D. Triantos Business Address: 75-1000 Henry St., Ste. 209 Kailua-Kona, HI 96740  Business Phone Number: 808.329.6464

### 3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS

A condominium is created by recording in the Bureau of Conveyances (Regular System) or filing in the Office of the Assistant Registrar of the Land Court, or both, a Declaration of Condominium Property Regime, a Condominium Map and the Bylaws of the Association of Unit Owners. The Condominium Property Act (Chapter 514B, HRS), the Declaration, Bylaws and House Rules control the rights and obligations of the unit owners with respect to the project and the common elements, to each other, and to their respective units.

#### 3.1 Declaration of Condominium Property Regime

The Declaration of Condominium Property Regime contains a description of the land, buildings, units, common interests, common elements, limited common elements, and other information relating to the condominium project.

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	November 15, 2007	2007-212015

#### Amendments to Declaration of Condominium Property Regime

Land Court or Bureau of Conveyances	Date of Document	Document Number

#### 3.2 Bylaws of the Association of Unit Owners

The Bylaws of the Association of Unit Owners govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Unit Owners is elected, the powers and duties of the Board, the manner in which meetings will be conducted, whether pets are prohibited or allowed and other matters that affect how the condominium project will be governed.

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	November 15, 2007	2007-212016

#### Amendments to Bylaws of the Association of Unit Owners Not Applicable

Land Court or Bureau of Conveyances	Date of Document	Document Number

#### 3.3 Condominium Map

The Condominium Map contains a site plan and floor plans, elevations and layout of the condominium project. It also shows the floor plan, unit number and dimensions of each unit.

Land Court Map Number	
Bureau of Conveyances Map Number	4552
Dates of Recordation of Amendments to the Condominium Map:	
Bureau of Conveyances	September 3, 2008 2008-139034
Bureau of Conveyances	September 30, 2008 2008-152007

### 3.4 House Rules

The Board of Directors may adopt rules and regulations (commonly called "House Rules") to govern the use and operation of the common elements and limited common elements. House Rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais and requirements for keeping pets. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial House Rules are usually adopted by the Developer. Changes to House Rules do not need to be recorded to be effective.

The House Rules for this project:

Are Proposed	<input checked="" type="checkbox"/>
Have Been Adopted and Date of Adoption	<input type="checkbox"/>
Developer does not plan to adopt House Rules	<input type="checkbox"/>

### 3.5 Changes to the Condominium Documents

Changes to Condominium Documents: Changes to the Declaration, Bylaws and Condominium Map are effective only if they are duly adopted and recorded. Where permitted, the minimum percentages of the common interest that must vote for or give written consent to changes to the Declaration, Bylaws and Condominium Map are set forth below. The percentages for any individual condominium project may be more than the minimum set by law if the Declaration or Bylaws for the project so provide.

Document	Minimum Set by Law	This Condominium
Declaration	67%	67%
Bylaws	67%	67%

### 3.6 Rights Reserved by the Developer to Make Changes to the Condominium Project or Condominium Documents

<input type="checkbox"/>	No rights have been reserved to the Developer to change the Declaration, Bylaws, Condominium Map or House Rules (if any).
<input checked="" type="checkbox"/>	<p>Developer has reserved the right to change the Declaration, Bylaws, Condominium Map and House Rules (if any) and to add to or merge the project or to develop the project in one or more phases, and such rights are summarized as follows:</p> <p>Developer may amend the Declaration, Bylaws and/or Condominium Map (a) at any time prior to the filing of the first unit conveyance to a party not a signatory to the Declaration; (b) to file the "as built" verification statement (with plans, if applicable) required by the Condominium Property Act; (c) to make any amendments required by law, by the Real Estate Commission of the State of Hawaii, by a title insurer issuing title insurance on the Project or any of the units, by any purchaser, insurer or guarantor of loans to enable it to purchase, insure or guarantee a loan made on the security of the Project or any of the units, or by any governmental agency; and (d) to reflect alterations of the Project which the Developer is permitted to make pursuant to the Declaration.</p>

## 4. CONDOMINIUM MANAGEMENT

### 4.1 Management of the Common Elements

**Management of the Common Elements:** The Association of Unit Owners is responsible for the management of the common elements and the overall operation of the condominium project. The Association may be permitted, and in some cases may be required, to employ or retain a condominium managing agent to assist the Association in managing the condominium project.

The Initial Condominium Managing Agent for this project is (check one):

<input type="checkbox"/>	Not affiliated with the Developer
<input checked="" type="checkbox"/>	None (self-managed by the Association)
<input type="checkbox"/>	The Developer or an affiliate of the Developer
<input type="checkbox"/>	Other (explain)

### 4.2 Estimate of the Initial Maintenance Fees

**Estimate of the Initial Maintenance Fees:** The Association will make assessments against your unit to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, a lien may be placed on your unit and the unit may be sold through a foreclosure proceeding. Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided.

Exhibit D contains a breakdown of the estimated annual maintenance fees and the monthly estimated maintenance fee for each unit, certified to have been based on generally accepted accounting principles, with the Developer's statement as to when a unit owner shall become obligated to start paying the unit owner's share of the common expenses.

### 4.3 Utility Charges to be Included in the Maintenance Fee

If checked, the following utilities are included in the maintenance fee:

<input type="checkbox"/>	Electricity for the common elements
<input type="checkbox"/>	Gas for the common elements
<input checked="" type="checkbox"/>	Water
<input type="checkbox"/>	Sewer
<input type="checkbox"/>	TV cable
<input type="checkbox"/>	Other (specify)

### 4.4 Utilities to be Separately Billed to Unit Owner

If checked, the following utilities will be billed to each unit owner and are not included in the maintenance fee:

<input checked="" type="checkbox"/>	Electricity for the Unit only
<input checked="" type="checkbox"/>	Gas for the Unit only
<input type="checkbox"/>	Water
<input type="checkbox"/>	Sewer
<input checked="" type="checkbox"/>	TV cable
<input checked="" type="checkbox"/>	Other (specify) unit owner is responsible for contracting for all utilities other than water

## 5. SALES DOCUMENTS

### 5.1 Sales Documents Filed with the Real Estate Commission

Sales Documents on file with the Commission include, but are not limited to the following:	
<input checked="" type="checkbox"/>	Specimen Sales Contract Exhibit E contains a summary of the pertinent provisions of the sales contract, including but not limited to any rights reserved by the Developer.
<input checked="" type="checkbox"/>	Escrow Agreement dated: August 13, 2007 Name of Escrow Company: Fidelity National Title & Escrow Exhibit F contains a summary of the pertinent provisions of the escrow agreement.
<input type="checkbox"/>	Other

### 5.2 Sales to Owner-Occupants

If this project contains three or more residential units, the Developer shall designate at least fifty percent (50%) of the units for sale to Owner-Occupants.

<input checked="" type="checkbox"/>	The sales of units in this project are subject to the Owner-Occupant requirements of Chapter 514B.
<input checked="" type="checkbox"/>	Developer has designated the units for sale to Owner-Occupants in this report. The designated Units are A and B.
<input type="checkbox"/>	Developer has or will designate the units for sale to Owner-Occupants by publication.

### 5.3 Blanket Liens

**Blanket Liens:** A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project or more than one unit that secures some type of monetary debt (such as a loan) or other obligation. Blanket liens (except for improvement district or utility assessments) must be released as to a unit before the developer conveys the unit to a purchaser. The purchaser's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the unit to the purchaser.

<input type="checkbox"/>	There are <u>no blanket liens</u> affecting title to the individual units.
<input checked="" type="checkbox"/>	There are <u>blanket liens</u> that may affect title to the individual units.

Type of Lien	Effect on Purchaser's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance
Mortgage	If the existing mortgage is foreclosed upon prior to conveyance to the purchaser, the purchaser will be entitled to a refund of deposits held in escrow, if any, and to exercise the purchaser's rights in the purchase contract against the developer

### 5.4 Construction Warranties

**Construction Warranties:** Warranties for individual units and the common elements, including the beginning and ending dates for each warranty (or the method of calculating them), are as set forth below: Developer makes no express warranties. Developer disclaims any implied warranty of habitability, any implied warranty of merchantability, any implied warranty of fitness for a particular purpose or use, any implied warranty of workmanship and any express or any implied warranties with respect to the Units, the Common Elements or the Project.

**Appliances:** Developer will assign any existing warranties on the buildings and appliances included in Units A & C to the purchaser.



## 5.5 Status of Construction, Date of Completion or Estimated Date of Completion

### Status of Construction:

Unit A completed July 2007; Unit B completed 1941; and Unit C was completed in September 2008.

**Completion Deadline:** If a sales contract for a unit is signed before the construction of the unit has been completed, or, in the case of a conversion, completion of any repairs, does not occur by the completion deadline set forth below, one of the remedies available to a purchaser is a cancellation of the purchaser's sales contract. The sales contract may include a right of the Developer to extend the completion deadline for force majeure as defined in the sales contract. The sales contract may also provide additional remedies for the purchaser.

**Completion Deadline for any unit not yet constructed, as set forth in the sales contract:**  
Not Applicable

**Completion Deadline for any repairs required for a unit being converted, as set forth in the sales contract:**  
Not Applicable

## 5.6 Developer's Use of Purchaser Deposits to Pay for Project Construction Costs Before Closing or Conveyance

The Developer is required to deposit all moneys paid by purchasers in trust under a written escrow agreement with a Hawaii licensed escrow depository. Escrow shall not disburse purchaser deposits to the Developer or on behalf of the Developer prior to closing, except if a sales contract is canceled or if Developer has met certain requirements, which are described below.

### 5.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance

<input checked="checked" type="checkbox"/>	<p>The Developer hereby declares by checking the box to the left that it shall use its own funds to complete the construction of the condominium project by the date indicated in Section 5.5 of this report, and the Developer, pursuant to its own analysis and calculations, certifies that it has sufficient funds to complete the construction of the condominium project.</p> <p>If the box to the left is checked, Sections 5.6.2 and 5.7, which follow below, will not be applicable to the project.</p>
--	--

### 5.6.2 Purchaser Deposits Will Be Disbursed Before Closing

Hawaii law provides that, if certain statutory requirements are met, purchaser deposits in escrow under a binding sales contract may be used before closing to pay for certain project costs. For this project, the Developer indicates that purchaser deposits may be used for the following purposes (check applicable box): Not Applicable

<input type="checkbox"/>	For new construction: to pay for project construction costs described in the Developer's budget and approved by the Developer's lender or an otherwise qualified, financially disinterested person; or
<input type="checkbox"/>	For conversions: to pay for repairs necessary to cure violations of county zoning and building ordinances and codes, for architectural, engineering, finance and legal fees, and for other incidental expenses.

In connection with the use of purchaser deposits (check Box A or Box B): Not Applicable

**Box A**

☐

The Developer has submitted all information and documents required by law and the Commission prior to the disbursement of purchaser deposits before closing. This means that the Developer may use such deposits before closing. If the Developer decides not to use purchaser deposits before closing, the Developer does not need to amend this report.

If Box A is checked, you should read and carefully consider the following notice, which is required by law:

**Important Notice Regarding Your Deposits:** Deposits that you make under your sales contract for the purchase of the unit may be disbursed before closing of your purchase to pay for project costs, construction costs, project architectural, engineering, finance, and legal fees, and other incidental expenses of the project. While the developer has submitted satisfactory evidence that the project should be completed, it is possible that the project may not be completed. If your deposits are disbursed to pay project costs and the project is not completed, there is a risk that your deposits will not be refunded to you. You should carefully consider this risk in deciding whether to proceed with your purchase.

**Box B**

☐

The Developer has not submitted all information and documents required by law and the Commission, and, until all such information and documents are submitted, thus, the Developer cannot use purchaser deposits.

If the Developer later submits all information and documents required by law and the Commission for the use of purchaser deposits, then the Developer must provide an amendment to this report or an amended developer's public report to each purchaser who has signed a sales contract. At such time, the **Important Notice Regarding Your Deposits** set forth immediately above will apply to all purchasers and will be restated in the amendment to this report or an amended developer's public report. When an effective date for such an amendment or an amended developer's public report is issued, **you will not have the right to rescind or cancel the sales contract by reason of such submission and amendment.**

(This, however, does not affect your right to rescind for material changes or any other right you may have to rescind or cancel the sales contract, as described in Section 5.8 below.) If the Developer decides not to use purchaser deposits before closing, the Developer does not need to amend this report.

You should understand that, although the **Important Notice Regarding Your Deposits** set forth above does not currently apply to you, it might apply to you in the future, and, therefore, you should read and carefully consider it now to ensure that you understand the risk involved in deciding whether to proceed with your purchase.

**Material House Bond.** If the Developer has submitted to the Commission a completion or performance bond issued by a material house instead of a surety as part of the information provided prior to the use of purchaser deposits prior to closing or conveyance of a unit, the Developer shall disclose the same below and disclose the impact of any restrictions on the Developer's use of purchaser deposits.

## 5.7 Rights Under the Sales Contract

Before signing the sales contract, prospective purchasers should carefully review all documents relating to the project. These include but are not limited to the documents listed below. Items 2, 3 and 4 are made a part of this public report, as well as Item 5, if any, and are being delivered to you with this report.

- |    |   |
|----|---|
| 1. | <b>Developer's Public Report</b>  |
| 2. | <b>Declaration of Condominium Property Regime (and any amendments)</b>  |
| 3. | <b>Bylaws of the Association of Unit Owners (and any amendments)</b>  |
| 4. | <b>Condominium Map (and any amendments)</b>   |
| 5. | House Rules, if any   |
| 6. | Escrow Agreement  |
| 7. | Hawaii's Condominium Property Act (Chapter 514B, HRS, as amended) and Hawaii Administrative Rules (Chapter 16-107, adopted by the Real Estate Commission, as amended). provided that rules and regulations under Chapter 51 4B have not yet been adopted. |
| 8. | Other:  |

Copies of the condominium and sales documents and amendments made by the Developer are available for review through the Developer or through the Developer's sales agent if any. The Condominium Property Regime law (Chapter 514B, HRS) and the Administrative Rules (Chapter 107, HAR), are available online. Please refer to the following sites:

Website to access official copy of laws: [www.capitol.hawaii.gov](http://www.capitol.hawaii.gov)

Website to access rules: [www.hawaii.gov/dcca/har](http://www.hawaii.gov/dcca/har)

## 5.8 Purchaser's Right to Cancel or Rescind a Sales Contract

A purchaser's right to cancel a sales contract or to rescind a sales contract may arise under varying circumstances. In the sections below, some circumstances that will give rise to a purchaser's right to cancel or rescind are described, together with what a purchaser must do if the purchaser wishes to exercise any of the rights.

### 5.8.1 When a Sales Contract becomes Binding and Purchaser's 30-Day Right to Cancel a Sales Contract

A sales contract signed by a purchaser and the developer will not become binding on a purchaser or the Developer until the following events have taken place:

- (1) The purchaser has signed the sales contract.
- (2) The Developer has delivered to the purchaser a true copy of the developer's public report with an effective date issued by the Commission, together with all amendments to the report as of the date of delivery, and the project's recorded Declaration and Bylaws, House Rules (if any), the Condominium Map and any amendments to them to date (all of which are a part of the developer's public report). If it is impracticable to include a letter-sized Condominium Map, the Developer must provide written notice of an opportunity to examine the Condominium Map.
- (3) The Developer has delivered to the purchaser a notice of the purchaser's 30-day cancellation right on a form prescribed by the Commission.
- (4) The purchaser does at least one of the following:
  - (a) Waives the purchaser's right to cancel the sales contract within 30 days from receipt of the notice of the purchaser's 30-day cancellation right; or

- (b) Allows the 30-day cancellation period to expire without exercising the right to cancel; or
- (c) Closes the purchase of the unit before the 30-day cancellation period expires.

The purchaser or the Developer may cancel the sales contract at any time during the 30-day cancellation period, and the sales contract will be canceled and the purchaser's deposits returned to the purchaser, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of \$250.

### **5.8.2 Right to Cancel a Sales Contract if Completion Deadline Is Missed**

In addition to the purchaser's 30-day cancellation right described in Section 5.8.1 above, when a sales contract is signed before completion of construction of a project, the purchaser will have the right to cancel if the unit is not completed by certain deadlines. In conversion projects, there must be a deadline for completion of any required repairs. Every sales contract shall contain an agreement of the Developer that the completion of construction shall occur on or before the completion deadline, and that completion deadline is set forth in this report in Section 5.5. The sales contract shall provide that the purchaser may cancel the sales contract at any time after the specified completion deadline, if completion of construction does not occur on or before the completion deadline, as the same may have been extended. Upon a cancellation, the purchaser's deposits shall be refunded, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of \$250.00.

### **5.8.3 Purchaser's Right to Rescind a Binding Sales Contract After a Material Change**

If a "material change" in a project occurs after a purchaser has signed a sales contract that has become binding, the purchaser will have a 30-day right to rescind after notification and description of the material change. A material change is defined in the Condominium Property Act to be any change that "directly, substantially and adversely affects the use or value of (1) a purchaser's unit or appurtenant limited common elements; or (2) those amenities of the project available for the purchaser's use."

The purchaser will be informed of the material change by the developer on a form prescribed by the Commission containing a description of the material change.

After notice of the material change, the purchaser may waive the right to rescind by:

- 1) Checking the waiver box on the rescission form; or
- (2) Letting the 30-day rescission period expire, without taking any action to rescind; or
- (3) Closing the purchase of the unit before the 30-day rescission period expires.

The rescission form must be signed by all purchasers of the affected unit and delivered to the developer no later than midnight of the 30th calendar day after the purchasers received the rescission form from the developer. Purchasers who validly exercise the right of rescission shall be entitled to a prompt and full refund of any moneys paid.

A rescission right shall not apply in the event of any additions, deletions, modifications and reservations including, without limitation, the merger or addition or phasing of a project, made pursuant to the terms of the project's Declaration,

These provisions shall not preclude a purchaser from exercising any rescission rights pursuant to a contract for the sale of a unit or any applicable common law remedies.

## **6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT**

### **Developer is a Real Estate Licensee**

Developer Karla Aguera is a licensed real estate salesperson with Prudential Locations, Maui, listing agent of the project.

### **Lead-Based Paint Warning Statement Regarding Unit B**

Pursuant to federal law, 42 U.S.C. 4852(d), the Residential Lead-Based Paint Reduction Act, every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

### **No Public Sewage Disposal System**

No public sewage disposal system is available. Unit B is currently served by a cesspool system as depicted on the Condominium Map. Current Department of Health regulations require a septic system in the event the cesspool is replaced. Units A and C are on septic systems. Purchasers of Unit B are advised to consult with the Department of Health on all matters pertaining to the disposal of such waste.

### **Water Restrictions**

This Project was designed using the maximum amount of fixtures allocated to the property by the Maui County Department of Water Services ("Department"). There are 25 fixtures allocated as follows: Unit A- 9.4, Unit B- 9.4, and Unit C- 6.2. The Department has taken the position, in some instances, that a condominium unit should be treated as a separate subdivided lot for the purpose of water services and have stated that if asked for approval of any additions or changes to the unit it may require a separate water meter for a condominium unit. A separate water meter could cost several thousand dollars to install. In this area of Maui there is a waiting list for water meters and should the purchaser decide to make any changes to the unit that require Department approval, such changes may be significantly delayed or prevented. Any purchaser who anticipates making structural changes to the unit should consult the Department prior to purchasing the unit.

### **Insurance**

The Bylaws (Sec. 7.4) provide that Unit owners have the option of obtaining their own insurance meeting the statutory requirements of HRS § 514B, including full replacement cost of the insured property and liability coverage arising in connection with the ownership, existence, and use of the property and the association shall be named as an additional insured. Declarant anticipates that the owners will choose to provide their own insurance.

### **Mailboxes**

Each unit may install a mailbox for that unit adjacent to the street access end of the driveway utilized by that unit within the common area. Such installation must be in accordance with U.S. Postal Service regulations. The Association shall grant an easement for each such mailbox for installation and access purposes, as required.



# **AGUERA CONDOMINIUM**

## **EXHIBIT "A"**

### **UNIT TYPES AND SIZES OF UNITS**

Each of the three (3) Units shown on the Condominium Map, together with the perimeter walls and any doors, windows, floors, roofs, concrete footings or other improvements now existing or hereafter constructed on or within the Units, are hereby designated as the Units of the Project, and are shown on the Condominium Map and described below. If the descriptions and divisions set forth in the Declaration conflict with the depictions and divisions shown on the Condominium Map, the latter shall control. The Condominium Map is intended only to show the layout, location, Unit numbers, dimensions and elevations of the building and Units and is not intended and shall not be deemed to contain or make any other representation or warranty.

The various Units and their respective areas are more particularly described as follows: Unit A consists of a single family dwelling with a net living area of approximately 1,290 square feet, a carport and lanai of approximately 534 square feet. Unit B consists of a single family dwelling with a net living area of approximately 1,380 square feet and a garage and lanai of approximately 756 square feet. Unit C consists of a single family dwelling with a net living area of approximately 1,290 square feet, a carport and lanai of approximately 534 square feet. The foregoing approximate total square footage of the enclosed portions of the Units is computed from and to the interior surfaces of the Unit perimeter walls.

## **END OF EXHIBIT "A"**

# AGUERA CONDOMINIUM

## EXHIBIT "B"

### COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

1. **Common Elements:** One freehold estate is designated in all remaining portions of the Project, called the "Common Elements", including specifically, but not limited to:

- a. The Land in fee simple.
- b. All grounds, landscaping, and water meter.
- c. All water lines, sewer lines, septic tanks, cesspools, electrical equipment, wiring, pipes and other appurtenant transmission facilities over, under and across the Project which are outside of the Unit and which serve more than one Unit for services such as power, light, water, gas, sewer, refuse, telephone and radio and television signal distribution.
- d. Any and all other apparatus and installations of common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.
- e. Any area labeled common area on the Condominium Map.

2. **Limited Common Elements:** Certain parts of the Common Elements, herein called the "Limited Common Elements", are designated, set aside and reserved for the exclusive use of certain Units, and such Units shall have appurtenant thereto exclusive easements for the use of such Limited Common Elements as set forth hereinbelow and in the Declaration. The costs and expenses of every description pertaining to the Limited Common Elements, including but not limited to the costs of maintenance, repair, replacement, improvement or additions to the Limited Common Elements, shall be charged to the Owner of the Unit to which the Limited Common Element is appurtenant, and if there is more than one Unit to which the Limited Common Element is appurtenant, then in proportion to the Common Interest appurtenant to each of the respective Units except as otherwise provided in the Declaration.

- a. All Common Elements of the Project which are rationally related to less than all of the Units shall be Limited Common Elements appurtenant to the Unit(s) to which they are so related.



Limited Common Element Assignments and Common Interests are as follows:

Unit No.	Common Interest
A	33.34%
B	33.33%
C	33.33%
TOTAL	100.00%

Limited Common Element Assignments

The limited common element land area assignments are as shown on the condominium map as follows:

Unit A--.315 acres

Unit B--.343 acres

Units A & B shared driveway--.039 acres

Unit C--.281 acres

**END OF EXHIBIT "B"**

## **AGUERA CONDOMINIUM**

### **EXHIBIT "C"**

#### **ENCUMBRANCES AGAINST THE TITLE**

1. Real Property taxes which may be due and owing. Reference is made to the County of Maui Tax Assessor's Office.
2. Title to all minerals and metallic mines reserved to the State of Hawaii.
3. DECLARATION OF CONDOMINIUM PROPERTY REGIME OF AGUERA CONDOMINIUM  
DATED: November 15, 2007  
DOCUMENT NO.: 2007-212015  
MAP NO. 4552, and any amendments thereto
4. BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF AGUERA CONDOMINIUM  
DATED: November 15, 2007  
DOCUMENT NO.: 2007-212016
5. Mortgage to secure an indebtedness of \$920,000.00  
Mortgagor: ALEX L. AQUERA and KARLA A. AQUERA, husband and wife, as Tenants by the Entirety  
Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as a nominee for COUNTRYWIDE MORTGAGE VENTURES, LLC dba WESTERN PARADISE FINANCIAL, a Limited Liability Corporation organized and existing under the laws of Delaware, as their interest may appear  
Dated: July 12, 2007  
Recorded: July 18, 2007 in the Bureau of Conveyances, State of Hawaii, as  
Document No. 2007-127839  
Loan No.: 00016937611107007
6. Mortgage to secure an indebtedness of \$115,000.00  
Mortgagor: ALEX L. AQUERA and KARLA A. AQUERA, husband and wife, as Tenants by the Entirety  
Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as a nominee for COUNTRYWIDE MORTGAGE VENTURES, LLC dba WESTERN PARADISE FINANCIAL, a Limited Liability Corporation organized and existing under the laws of Delaware, as their interest may appear  
Dated: July 12, 2007  
Recorded: July 18, 2007 in the Bureau of Conveyances, State of Hawaii, as  
Document No. 2007-127840  
Loan No.: 00016937611907007

7. Mortgage to secure an indebtedness of \$325,000.00  
Mortgagor: ALEX L. AGUERA and KARLA A. AGUERA, husband and wife  
Mortgagee: RICHARD VETROMILE and DENISE BENHAM VETROMILE,  
husband and wife as Tenants by the Entirety  
Dated: October 11, 2007  
Recorded: October 19, 2007 in the Bureau of Conveyances, State of Hawaii, as  
Document No. 2007-185823

**END OF EXHIBIT "C"**

# AGUERA CONDOMINIUM

## EXHIBIT "D"

### BREAKDOWN OF ANNUAL MAINTENANCE FEES

#### AND

### MONTHLY ESTIMATED COST FOR EACH UNIT

The following estimates are subject to change based on actual costs of the items listed, and the Developer cannot provide any assurances regarding the estimated maintenance expenses. The breakdown of the estimated cost for each unit does not include the buyer's obligation to pay real property taxes.

#### Estimated Annual Maintenance Fees:

	<u>Monthly Fee x 12 months = Yearly Total</u>	
Utilities and Services		
Water Meter Servicing/Reading	\$50.00	\$600.00
Water(□)	\$180.00	\$2,160.00
Insurance(**)	\$ 20.00	\$ 240.00
Driveway (A and B) reserves	\$10.00	\$ 120.00
Other Reserves(*)	To be determined	
TOTAL	\$260.00	\$3,120.00

#### Monthly Estimated Cost for Each Unit:

<u>Unit</u>	<u>Monthly Fee x 12 months - Yearly Total</u>	
A	\$88.34	\$1,060.08
B	\$88.33	\$1,059.96
C	\$83.33	\$999.96
TOTAL	\$260.00	\$3,120.00

\*\* The insurance figures are calculated assuming the owners will choose to obtain their own insurance for their units as provided for in the bylaws. If they choose to have the Association provide the insurance this figure will be higher.

We, Alex L. Aguera and Karla A. Aguera ("Developers"), Developers of the AGUERA CONDOMINIUM project, hereby certify that the above breakdown of the annual maintenance fees and the monthly estimated cost for each unit are based on generally accepted accounting principles and on a reserve study of the driveway shared by Units A and B.

(c) Water usage charges will be billed equally between the Units until the Board determines a different basis for charging the individual units.

(\*) Other than as stated above, Developer discloses that no reserve study has been conducted in accordance with §514B-148, HRS, and replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended. Pursuant to § 514B-148, HRS a new association created after January 1, 1993 need not collect estimated replacement reserves until the fiscal year which begins the association's annual meeting.

The Developer will assume all the actual common expenses of the Project, and a Unit Owner will not be obligated for the payment of the Owner's share of the common expenses until such time as the Developer sends the Owners written notice that, after a specified date, the Owners shall be obligated to pay for the portion of common expenses that is allocated to their respective Units. The Developer shall mail the written notice to the Owners, the Association, and the Managing Agent, if any, at least thirty (30) days before the specified date. The Developer shall have no obligation to pay for any cash reserves or any other reserve amounts with respect to or attributable to the period during which the Developer assumes the actual common expenses of the Project.

DATED: June 24, 2008, Maui, Hawaii, June 24<sup>th</sup>, 2008.  
HAIKU KA

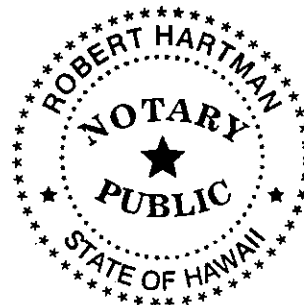
Alex L. Aguera  
ALEX L. AGUERA

Karla A. Aguera  
KARLA A. AGUERA

Subscribed and sworn to before me  
this 24<sup>th</sup> day of JUNE, 2008.

Robert Hartman  
Name: ROBERT HARTMAN  
Notary Public, State of Hawaii

My commission expires: JULY 27, 2011



**END OF EXHIBIT "D"**

## **AGUERA**

### **EXHIBIT "E"**

#### **SUMMARY OF SALES CONTRACT**

The sales contract that will be used will state, in addition to the price, description and location of the unit, and other terms and conditions under which a buyer will agree to purchase a unit in the Project, the following:

(a) What a buyer must do to qualify for a loan if the buyer wants a mortgage loan to cover part of the purchase price.

(b) That a buyer's money will be held in escrow, under the terms of the escrow agreement.

(c) That the buyer must close the purchase at a certain date and pay closing costs, in addition to the purchase price.

(d) That in the event a buyer fails to perform the buyer's obligations under the sales contract (seller not being in default), seller may (1) bring an action for damages for breach of contract, (2) retain the initial deposit and all additional deposits provided for herein as liquidated damages, and (3) buyer shall be responsible for any costs incurred in accordance with the sales contract.

(e) That in the event seller fails to perform seller's obligations under the sales contract (buyer not being in default), buyer may (1) bring an action for damages for breach of contract, (2) seek specific performance of the sales contract, and (3) seller shall be responsible for any co

The sales contract will contain various other provisions which the buyer should become acquainted with.

**It is incumbent upon a prospective buyer to read the full text of the Sales Contract.**

**END OF EXHIBIT "E"**

## **AGUERA**

### **EXHIBIT "F"**

#### **SUMMARY OF CONDOMINIUM ESCROW AGREEMENT**

A copy of the executed Condominium Escrow Agreement dated August 13, 2007 between Fidelity National Title & Escrow of Hawaii, Inc., as Escrow Agent, and Developer, has been submitted to the Real Estate Commission. The Escrow Agreement provides for the deposit of buyer's funds pursuant to the Sales Contract and also provides for the retention or disbursement of the funds. The Escrow Agreement provides, in part, that any interest earned on money on deposit may be retained by the Developer unless the Sales Contract directs otherwise. In the event that the Sales Contract and Chapter 514B, Hawaii Revised Statutes, entitle a buyer to a refund of buyer's deposits held by the Escrow Agent, then Escrow Agent, upon instruction from Developer, will refund buyer's deposits, without interest earned and less certain cancellation fees and costs (e.g., escrow cancellation fees, loan processing fees, cost of credit reports, etc.) as provided in the Sales Contract and Chapter 514B, Hawaii Revised Statutes, as it may be amended from time to time.

By law the total amount of such cancellation fees shall not exceed Two Hundred Fifty and No/100 Dollars (\$250.00). Under the Escrow Agreement no disbursement of funds can be made to the Developer until the Sales Contract becomes effective under the provisions of Chapter 514B, Hawaii Revised Statutes.

**It is incumbent upon a prospective buyer to read the executed Escrow Agreement with care.**

**END OF EXHIBIT "F"**

**EXHIBIT "G"**



## ARCHITECT/ENGINEER'S REPORT

TMK No. (2) 2-7-004-021, HAIKU, MAUI, HAWAII

Pursuant to the requirements of Hawaii Revised Statutes Chapter 514B, the undersigned hereby certifies with respect to the condominium project located at TMK No. (2) 2-7-004-021 (the "Premises") that:

1. I inspected the Premises on September 19, 2007.

2. The present conditions and expected useful life of structural components and mechanical and electrical installations material to the use and enjoyment of the single-family dwelling and garage on Unit B are as follows:

	Condition	Expected Useful Life*
Structural Components	Average to good	20 years
Mechanical Installation	Average to good	15 years
Electrical Installation	Average to good	20 years

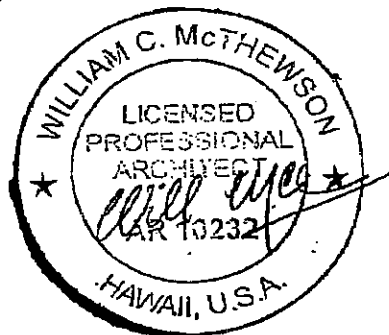
\* Estimate only; not a warranty or representation, but only a current estimate based upon physical inspection

DATED: September 20, 2007.

PRINT NAME: William C. McThewson

Licensed Architect/Engineer

Hawaii License No. 10232

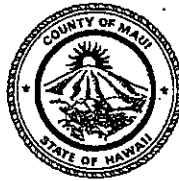


**EXHIBIT "H"**

CHARMAINE TAVARES  
Mayor

MILTON M. ARAKAWA, A.I.C.P.  
Director

MICHAEL M. MIYAMOTO  
Deputy Director



RALPH M. NAGAMINE, L.S., P.E.  
Development Services Administration

CARY YAMASHITA, P.E.  
Engineering Division

BRIAN HASHIRO, P.E.  
Highways Division

COUNTY OF MAUI  
DEPARTMENT OF PUBLIC WORKS  
**DEVELOPMENT SERVICES ADMINISTRATION**  
250 SOUTH HIGH STREET  
WAILUKU, MAUI, HAWAII 96793

November 6, 2007

Ms. Karla Aguera  
P. O. Box 790105  
Paia, Hawaii 96779

SUBJECT: MISCELLANEOUS INSPECTIONS #MISC 20070093 & #MISC 20070194  
FOR H.R.S. SECTION 514B-84(a)(2)  
DWELLING AND GARAGE  
LOCATED AT 2788 HANA HIGHWAY, HAIKU, MAUI, HAWAII  
TMK (2) 2-7-004:021

Dear Ms. Aguera:

We are rescinding our September 20, 2007, comment letter, for miscellaneous inspections on a dwelling and garage for a preliminary condominium public report on the subject property, and replacing it with the following:

**MISC # 2007-0093 - DWELLING**

**MISC # 2007-0094 - GARAGE**

- We made a plumbing inspection on July 11, 2007, an electrical re-inspection on August 2, 2007, a building re-inspection on August 3, 2007, and found the premises to be in general compliance with applicable codes. Please note that we were unable to inspect any of the concealed building, electrical, or plumbing work.
- Building permit requirements for Maui County were not adopted until January 3, 1951. Real Property records indicate that the dwelling and garage within the area designated as Limited Common Element B on the site plan were constructed prior to this date.
- We issued Building Permit #B2001-1273 on July 11, 2001, for renovations to the dwelling designated Unit B. The county-assigned address for the structure is 2788 Hana Highway.

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**OTHER COMMENTS:**

- We issued Building Permit #B2006/1599 on July 18, 2006, for construction of the second dwelling designated Unit A. A final building inspection was approved on July 19, 2007. The county-assigned address for Unit A is 2780 Hana Highway.
- Electrical Permit #E2006/4329 was issued on December 22, 2006, relative to Unit A. A final electrical inspection was approved on June 13, 2007.
- Plumbing Permit #P2006/3125 was issued on December 14, 2006, relative to Unit A. Please have the plumbing contractor contact David Nanod at 270-7368 to arrange for a final plumbing inspection.
- We issued Building Permit #B2007/1892 on September 12, 2007, for construction of a third dwelling within the area designated Limited Common Element C. The structure is still under construction, and has a county-assigned address of 23 Pauwela Road.
- There are no pending subdivisions, building and code appeals, or administrative waivers currently in process for the premises.
- Hana Highway is a state roadway. Therefore, we are unable to comment on compliance to applicable codes.
- We made a driveway inspection from Pauwela Road on September 13, 2007, and found the premises to be in general compliance with applicable codes.
- We also recommend that you call the Planning Department at # 270-7735 to verify if there are any variances, or if the existing proposed uses, if any, are legally permitted.

If you have any questions regarding this letter, please call Renee Segundo at 270-7250.

Sincerely,



RALPH M. NAGAMINE  
Development Services Administrator

sn:rms

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c: Hawaii Real Estate Commission  
Planning Department